BENGALURU WEST CITY CORPORATION, ZONE-1

EXECUTIVE ENGINEER, KENGERI DIVISION

Request for Proposals

for

Providing Consultancy Services for Preparation of Detailed Project Report for the Work of “Construction of ROB / RUB – ROB at Kengeri Satellite Town and RUB at Ramohalli Gate”

Office of the

Consultant Engineer Kengeri Zone-1

Executive Division, BWCC

Executive Engineer
Kengeri Division
Bengaluru West City Corporation, Zone-1
Bengaluru

CONTENTS

Section	Description
Section 1	Letter of Invitation
Section 2	Information to Consultants (ITC)
	Data Sheet – Information to Consultants
Section 3	Technical Proposal – Standard Forms
Section 4	Financial Proposal – Standard Forms
Section 5	Terms of Reference
Section 6	Contract for Consultant's Services
	I. Form of Contract
	II. General Conditions of Contract
	III. Special Conditions of Contract
	IV. Appendices

BENGALURU WEST CITY CORPORATION, ZONE-1

Office of the Executive Engineer, Kengeri Division.
BWCC, ZONE-1 Office Building, C A No-3, 1st Main Road, Outer Ring Road – Kommaghatta Road, Kengeri Upanagara, Bangalore-560060

No: EE/KEN/TEND/04/2025-26 Date: 09.12.2025

INVITATION FOR TENDER (IFT)
(Short Term Tender Notification)
(Two Cover System)
(Through GOK KPP Portal Only)

1. The Executive Engineer, Kengeri Division on behalf of the Commissioner, Bengaluru West City Corporation (BWCC), invites Proposals (Technical and Financial) for appointing Consultant for **" Consultancy services for preparation of Detailed Project Report for the work of Construction of ROB/RUB –ROB at Kengeri Sattelite Town and RUB at Ramohalli Gate at Yeshwanthpur Constituency-2025-26"** detailed in the table below.
2. The detailed Objectives and the Scope of the Assignment shall be as per Request for Proposal (RFP) Document and it may be downloaded from the Government of Karnataka e – Procurement Website https://kppp.karnataka.gov.in The RFP Document can be downloaded in the Portal as per the prescribed Date and Time published in the Portal. Interested Consultants who wish to participate shall remit online Transaction Fee for the RFP Document after registering in the Portal. The Transaction Fee is non refundable.
3. Proposals must be submitted online through KPP portal on or before **16:00 hours on 17.12.2025** and the opening of bids will be as per the KPP-procurement portal guidelines.
4. Other details can be seen in the RFP document.

TABLE

Consultant Engineer Kengeri Zone-1

Executive Division, BWCC

Sl. No.	Name of the Project	EMD (in Rs)
1	Consultancy services for preparation of Detailed Project Report for the work of Construction of ROB/RUB –ROB at Kengeri Sattelite Town and RUB at Ramohalli Gate at Yeshwanthpur Constituency.	70,000

Calendar of Events

Availability of RFP Documents	:	10.12.2025 onwards
Pre bid meeting	:	12.12.2025 15.30 hours Office of the Chief Engineer, RR Nagar Zone-1, Ideal Homes, Rajarajeswari Nagar Zone, Blore-98
Last Date & Time for uploading of	:	17.12.2025 16.00 hours
Date & Time for Opening of	:	18.12.2025 16.30 hours
Date & Time for Opening of Financial Bid	:	Will be intimated to technically qualified bidders

Note:

I. Participants shall upload all the Signed and Scanned Copies of Certificates pertaining to their Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. No Physical Documents shall be considered. Participants shall produce all the Original Documents for Verification whenever necessary.

II. For those Bidders whose Technical Bids do not satisfy the Eligibility Criteria as mentioned above, their Financial Bids will not be opened.

III. The BWCC, ZONE-1 reserves the right to reject any or all of the Tenders without thereby incurring any Liability or Obligation to inform the Bidders of the Reasons for such action.

IV. Bidders may obtain further information at the Office of **Executive Engineer, Kengeri Divsion, Office of BWCC, ZONE-1 Office Building, CA No-3, 1st Main Road, Outer Ring Road-Kommaghatta Road, Kengeri Upanagara, Blore-560060,** on all working days between working hours.

V. Corrigendum's/Modifications/Corrections, if any, will be published in the Website only.

VI. For Details, Registration and e – Payment, visit GOK KPP Website https://kppp.karnataka.gov.in or contact KPP Helpdesk at 09240214000 & 09240214001

-Sd/-
Executive Engineer,
Kengeri Division,

Consultant Engineer Kengeri Zone-1

Executive Division, BWCC

BWCC Zone-1

Copy Submitted for kind information to the:

1. Chief Engineer, Rajarajeshwari Nagar zone, BWCC for Kind information.
2. Public Relation Officer, BWCC, ZONE-1 for information and to publish in two leading National Newspapers in Kannada and English.
3. Notice board
4. Office Copy.

Executive Engineer,
Kengeri Division,
BWCC Zone-1

Section 2

Information to Consultants

1. Introduction

1.1 The Client named in the "Data Sheet" shall select a Firm among those who will submit the Proposals (Technical Proposal and Financial Proposal) in accordance with the Method of Selection indicated in the Data Sheet.

1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for Consulting Services required for the Assignment named in the Data Sheet. The Proposal shall be the basis for Contract Negotiations and ultimately for a Signed Contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the Phasing and Time Period for each Phasing as indicated in the Data Sheet. When the Assignment includes several Phases, the Performance of the Consultant under each Phase must be to the Client's satisfaction before Work begins for the Next Phase.

1.4 The Consultants must familiarize themselves with Local Conditions and take them into account in preparing their Proposals. To obtain first hand information on the Assignment and on the Local Conditions, Consultants are encouraged to pay a visit to the Client before submitting a Proposal and to attend a Pre Proposal Conference if one is specified in the Data Sheet. Attending the Pre Proposal Conference is optional. The Consultant's Representative shall contact the Officials named in the Data Sheet to arrange for their visit or to obtain Additional Information on the Pre Proposal Conference. Consultants shall ensure that these Officials are advised of the visit in adequate time to allow them to make Appropriate Arrangements.

1.5 The Client shall provide the Inputs specified in the Data Sheet, assist the Firm in obtaining Licenses and Permits needed to carry out the Services and make available relevant Project Data and Reports.

1.6 Please note that (i) the Costs of Preparing the Proposal and of Negotiating the Contract, including a visit to the Client, are not reimbursable as a Direct Cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 The Executive Engineer, Kengeri Division and BWCC Zone-1 expects the Consultants to provide Professional, Objective and Impartial Advice and at all time hold the Client's Interests paramount, without any Consideration for future work, and strictly avoid Conflicts with other Assignments or their own Corporate Interests. The Consultants shall not be hired for any Assignment that would be in conflict with their prior or current Obligations to other Clients, or that may place them in a position of not being able to carry out the Assignment in the best interest of the Client.

1.7.1 Without Limitation on the Generality of this Rule, the Consultants shall not be hired under the Circumstances set forth below.

a. A Firm, which has been engaged by the Client to provide Goods or Works for a Project, and any of its Affiliates, shall be disqualified from providing Consulting Services for the same Project. Conversely, Firms hired to provide Consulting Services for the Preparation or Implementation of a Project, and any of their Affiliates, shall be disqualified from subsequently providing Goods or Works or Services related to the Initial Assignment (other than a continuation of the Firm's earlier Consulting Services) for the same Project.
b. The Consultants or any of their Affiliates shall not be hired for any Assignment which, by its nature, may be in conflict with another Assignment of the Consultants.

1.7.2 As pointed out in para 1.7.1 (a) above, the Consultant may be hired for Downstream Work, when Continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the Factors used for the Selection of the Consultant shall take the likelihood of continuation into account. It shall be the exclusive Decision of the Client whether or not to have the Downstream Assignment carried out, and if it is carried out, which Consultant will be hired for the purpose.

1.8 It is BWCC, ZONE-1's Policy to require that Consultants observe the Highest Standard of Ethics during the Execution of such Contracts. In pursuance of this Policy, the BWCC, ZONE-1

a. defines, for the Purposes of this Provision, the Terms set forth below as follows.
   i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of Value to influence the Action of a Public Official in the Selection Process or in Contract Execution and
   ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of GOK and includes Collusive Practices among Consultants (Prior to or after Submission of Proposals) designed to establish Prices at artificial, noncompetitive levels and to deprive GOK of the Benefits of free and open Competition.

b. will reject a Proposal for Award if it determines that the Firm recommended for Award has engaged in Corrupt or Fraudulent Activities in competing for the Contract in question;

c. will declare a Firm Ineligible, either indefinitely or for a stated period of time, to be awarded GOK Financed Contract if it at any time determines that the Firm has engaged in Corrupt or Fraudulent Practices in competing for, or in executing, a GOK Financed Contract and

d. will have the right to require that, the GOK to inspect Consultant's Accounts and Records relating to the Performance of the Contract and to have them audited by Auditors appointed by the GOK.

1.9 The Consultants shall not be under a Declaration of Ineligibility for Corrupt and Fraudulent Practices issued by the GOK in accordance with the above Sub Para 1.8 (d).

1.10 The Consultants shall be aware of the Provisions on Fraud and Corruption stated in the Standard Contract under the Clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 The Consultant may request a Clarification of any Item of the RFP Document upto the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent through KPP Portal / email or Registered Post to the Client's Address indicated in the Data Sheet. The Client will respond by the e – Procurement Portal including an Explanation of the Query but without identifying the Source of Inquiry.

2.2 At any time before the Submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda. Addenda shall be displayed in the KPP Portal. The Client may at its discretion extend the Deadline for the Submission of Proposal.

3. Preparation of Proposal

3.1 The Consultants are requested to submit a Proposal (sub para 1.2) written in the Language(s) specified in the Data Sheet.

Technical Proposal

3.2 In preparing the Technical Proposal, Consultants are expected to examine the Documents comprising this RFP in detail. Material Deficiencies in providing the Information requested may result in rejection of a Proposal.

3.3 **While preparing the Technical Proposal, Consultants shall give particular attention to the following.**

i. Deleted.

ii. For Assignments on a Staff – Time Basis, the estimated number of Key Professional Staff – Months is given in the Data Sheet. The Proposal shall, however, be based on the Number of Key Professional Staff – Months estimated

by the Firm.

iii. It is desirable that the Majority of the Key Professional Staff proposed be Permanent Employees of the Firm or has an extended and stable working relation with it.

iv. Proposed Key Professional Staff shall at a minimum have the Experience indicated in the Data Sheet.

v. Alternative Key Professional Staff shall not be proposed, and only one Curriculum Vita (CV) may be submitted for each position.

vi. Reports to be furnished by the Consultants as part of this Assignment must be in the Language(s) specified in the Data Sheet. It is desirable that the Firm's Personnel have a Working Knowledge of the Client's Official Language.

3.4 The Technical Proposal shall provide the following Information using the attached Standard Forms (**Section 3**):

i. A Brief Description of the Consultant's Organization and an Outline of the Recent Experience on Assignments (**Section 3B**) of a Similar Nature. For each Assignment, the Outline shall indicate, inter alia, the Profiles and Names of the Staff provided, Duration of the Assignment, Contract Amount and Firm's Involvement.

ii. Any Comments or Suggestions on the Terms of Reference and on the Data, a List of Services and Facilities to be provided by the Client (**Section 3C**).

iii. A Description of the Methodology and Work Plan for Performing the Assignment (**Section 3D**).

iv. The List of the proposed Staff Team by speciality, the Tasks that would be assigned to each Staff Team Member, and their Timing (**Section 3E**).

v. CVs recently signed by the proposed Key Professional Staffs and the Authorized Representative submitting the Proposal (**Section 3F**). Key Information shall include Number of Years working for the Firm / Entity, and Degree of Responsibility held in Various Assignments during the last ten (10) years.

vi. Estimates of the Total Staff Effort (Professional and Support Staff, Staff Time) to be provided to carry out the Assignment, supported by Bar Chart Diagrams showing the Time proposed for each Key Professional Staff Team Member (**Sections 3E and 3G**).

vii. A Detailed Description of the Proposed Methodology, Staffing and Monitoring of Training, if the Data Sheet specifies Training as a Major Component of the Assignment.

viii. Any Additional Information requested in the Data Sheet.

3.5 The Technical Proposal shall not include any Financial Information.

Financial Proposal

3.6 In preparing the Financial Proposal, the Consultants are expected to take into account the Requirements and Conditions of the RFP Document. The Financial Proposal shall follow Standard Forms (**Section 4**). It shall list all Costs associated with the Assignment, including (a) Remuneration for Staff and (b) Reimbursable such

as Subsistence (per Diem, Housing), Transportation (National and Local, for Mobilization and Demobilization), Services and Equipment (Vehicles, Office Equipment, Furniture and Supplies), Office Rent, Insurance, Printing of Documents, Surveys, and Training, if it is a Major Component of the Assignment. If appropriate, these Costs shall be broken down by Activity.

3.7 The Consultants shall express the Price of their Services in Indian Rupees.

3.8 The Data Sheet indicates how long the Proposals must remain valid after the Submission Date. During this Period, the Consultant is expected to keep available the Key Professional Staff proposed for the Assignment. The Client shall make its best effort to complete Negotiations within this period. If the Client wishes to extend the Validity Period of the Proposals, the Consultants who do not agree have the Right not to extend the Validity of their Proposals.

4. Submission, Receipt and Opening of Proposals

4.1 The Electronic Tendering System for the Assignment comprises of (i) Technical Proposal and (ii) Financial Proposal. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in KPP Portal.

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Client that are duly incorporated.

4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorised to sign on behalf of the Consultant. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be made by striking of and shall be initialed with date.

4.4 No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

4.5 Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted in the KPP Portal and also in this office.

4.6 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

4.7 Earnest Money Deposit

4.7.1 The Consultant shall furnish, as part of his Proposal, Earnest Money Deposit (EMD) in the amount as specified in the KPP Portal along with the Technical Proposal using any of the following modes.

- Credit Card.
- Direct Debit.
- National Electronic Fund Transfer (NEFT).
- Over the Counter (OTC).

4.7.2 EMD Amount shall be submitted by the Consultants taking into account of the following Conditions.

a. EMD will be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's

Central Pooling Account at ICICI Bank until the Work is awarded.

b. The Consultant's Proposal will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 4.7.1, 4.7.2 a.

4.7.3 Any Proposal not accompanied by an acceptable EMD as indicated in Sub Clause 4.7.1 and 4.7.2 above shall be rejected by the Employer as Non Responsive.

4.7.4 The Earnest Money Deposit of the Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period as specified in the Data Sheet.

4.7.5 The Earnest Money Deposit of the Successful Consultant will be discharged only when the Consultant has signed the Agreement and furnished the required Performance Security.

4.7.6 The Earnest Money Deposit may be forfeited

a. If the Consultant withdraws the Proposal after Proposal Opening during the Period of Proposal Validity;

b. If the Consultant does not accept the Correction of the Price, pursuant to Clause 5.6; or

c. In the case of a successful Consultant, if the Consultant fails within the specified time limit to

i. Sign the Agreement; or

ii. Furnish the required Performance Security.

4.8 The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal will be mentioned in the Portal. The Proposal will disappear automatically immediately after the Time of Submission is elapsed.

4.9 Consultants may modify Contents of their Technical Proposal or Financial Proposal before the Deadline for Proposal Submission mentioned in the Portal.

4.10 Consultants may withdraw their Proposals by canceling his Proposal on the Portal only before the Deadline for Proposal Submission mentioned in the Portal.

4.11 No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

5. Proposal Evaluation

General

5.1 From the time the Proposals are opened to the time the Contract is awarded, if any Consultant wishes to contact the Client on any matter related to its Proposal, it shall do so in writing at the Address indicated in the Data Sheet. Any effort by the Firm to influence the Client in the Client's Proposal Evaluation, Proposal Comparison or Contract Award Decisions may result in the Rejection of the Consultant's Proposal.

5.2 Evaluators of Technical Proposal shall have no access to the Financial Proposal until the Technical Evaluation, including its Approval by the Competent Authority is obtained.

Evaluation of Technical Proposals

5.3 The Evaluation Committee appointed by the Client as a whole and each of its Members individually evaluates the Proposals on the basis of their Responsiveness to the

Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per Criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (S_t). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet.

The Technical Proposals of only the Consultants satisfying all the following Qualification Criteria will be evaluated.

a. The Consultancy Firm / Company should have been involved in the Civil Engineering Consultancy Services for minimum 10 years. In support of this, the Consultant shall furnish Establishment Certificate and Goods and Service Tax Registration Certificate for the Consultancy Field along with the Technical Proposal.
b. The Consultancy Firm / Company should have achieved at least in two Financial Years a minimum Financial Turnover (in all classes of Civil Engineering Consultation Works only) of Rs. 28.00 Lakhs out of the last five Financial Years (from 2020 – 21 to 2024 – 25). In support of this, the Consultant shall furnish the Audited Balance Sheets along with the Technical Proposal. Further, the Financial Turnover of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2024 – 25.
c. Should have designed minimum 1 (one) No. of ROB / RUB, which has been executed and opened to traffic in Urban Conditions, of Project Cost not less than Rs. 1000.00 Lakh in any of the Financial Year (from 2020 – 21 to 2024 – 25) for Central Government / State Government / Urban Local Body. In support of this, the Consultant shall furnish a Certificate duly certified by the Competent Authority of Rank not below the Executive Engineer along with the Technical Proposal. Further, the value of the Completed Works of the Previous Years shall be given a Weightage of 10% per year to bring them to the Price Level of 2024 – 25.
e. No Joint Venture or Consortium is allowed.

Public Opening and Evaluation of Financial Proposals, Ranking

5.4 After completion of the Evaluation of all the Technical Proposals, the Client shall display in the KPP Portal the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will not be opened. The Client shall simultaneously display in the KPP Portal the Names of the Consultants that have secured the minimum Qualifying Mark.

5.5 The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The Name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial

Proposals are opened. The Client shall prepare Minutes of the Public Opening.

5.6 The Evaluation Committee shall determine whether the Financial Proposals are complete, (i.e. whether they have costed all Items of the corresponding Technical Proposals, if not, the Client will cost them and add their cost to the initial price), correct any Computational Errors.

5.7 The Lowest Financial Proposal (F_m) will be given a Financial Score (S_f) of 100 points. The Financial Scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined Technical (S_t) and Financial (S_f) Scores using the weights (T = the Weight given to the Technical Proposal; P = the Weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = S_t$ X T% + S_f X P%. The Consultant achieving the Highest Combined Technical / Financial Score will be invited for negotiations.

6. Negotiations

6.1 Negotiations shall be held at the Address indicated in the Data Sheet. The Aim is to reach an Agreement on all Points and sign a Contract.

6.2 Negotiations shall include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Client and Consultant shall then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff, Periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the "Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant can offer within the available budget and to clearly defining the Inputs required from the Client to ensure satisfactory implementation of the Assignment.

6.3 Unless there are Exceptional Reasons, the Financial Negotiations shall involve neither the Remuneration Rates for Staff (no Breakdown of Fee) nor other Proposed Unit Rates.

6.4 Having selected the Consultant on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Client expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Client will require Assurances that the Experts shall be actually available. The Client shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant may be disqualified.

6.5 The Negotiation shall conclude with a Review of the Draft Form of the Contract. To complete Negotiation, the Client and the Consultant shall initial the Agreed Contract. If Negotiations fail and if it is concluded that a Contract with Reasonable Terms cannot be concluded with this Consultant, the Client shall invite the Firm whose Proposal received the Second Highest Score to negotiate a Contract.

7. Award of Contract

7.1 The Contract will be awarded following Negotiations. The Consultant whose Offer has been accepted will be notified by the Client prior to the Expiration of the Validity of the Proposal through a Letter (hereinafter called the "Letter of Acceptance"). After notifying the Successful Consultant, the Client shall promptly notify other Consultants, who were Technically Qualified, that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the Technical Evaluation (Sub Clause 5.4).

7.2 The Consultant is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

7.3 Notwithstanding Clause 9, the Client reserves the right to accept or reject any Proposal or all Proposals and to cancel the Tender Process at any time prior to the Award of Contract, without thereby incurring any liability to the affected Consultants or any obligation to inform the affected Consultants of the grounds for the Client's Action.

8. Confidentiality

8.1 Information related to Evaluation of Proposals and Recommendations concerning Awards shall not be disclosed to the Consultants who submitted the Proposals or to other Persons not officially concerned with the Process, until the successful Consultant has been notified that it has been awarded the Contract.

9. Performance Security

9.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price.

- Banker's Cheque / Demand Draft / Pay Order in favour of "The Commissioner", Bengaluru West City Corporation, Bengaluru payable at Bengaluru or
- A Bank Guarantee in the Form given in Appendix F.
- Fixed Deposit Receipt (FDR) pledged in the name of "The Commissioner", Bengaluru West City Corporation, Bengaluru.

9.2 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

9.3 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.

9.4 Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

10. Conflict of Interest

Conflict of Interest for a Consultant is defined as

10.1 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

10.2 Any Consultant black listed or debarred by the Government of India / any State

government / any other Organisations would not be eligible for Appointment as Consultant.

Data Sheet

Information to Consultants

Clause Reference

1.1 The Name of the Client: **The Commissioner**
Bengaluru West City Corporation, Zone-1
Bengaluru

The Method of Selection: Quality and Cost Based Selection **(QCBS)**.

1.2A Technical Proposal and a Financial Proposal are requested: **Yes**.

The Name, Objectives and Description of the Assignment are:

Name: "**Providing Consultancy Services for Preparation of Detailed Project Report for the Work of Construction of ROB / RUB – ROB at Kengeri Satellite Town and RUB at Ramohalli Gate at Yeshwanthpur Constituency – 2025 – 26**".

Objectives: **The approved Consultant shall undertake the required Studies / Surveys / Investigations, coordinate with the Railways to arrive at the Proposal of Construction of ROB / RUB at the designated locations, prepare Detailed Project Report and Tender Document and assist BWCC, ZONE-1 in Tendering.**

More Details about the Objectives of the Assignment are given in Section 5 – Terms of Reference.

Description of the Assignment: **The Scope of Work of the Consultant is detailed in Section 5 – Terms of Reference (TOR)**.

1.3 The Assignment is phased: **No**.

Time Period envisaged for the Project: **One month**.

1.4 A Pre Proposal Conference will be held: **Yes, as mentioned in KPP Portal**.

The Name (s), Address (es) and Telephone No. (s) of the Client's Official (s) are:
Executive Engineer
Kengeri Division
BWCC, ZONE-1 Office Building, C A No-3, 1st Main Road, Outer Ring Road – Kommaghatta Road, Kengeri Upanagara,

1.5 The Client shall provide the following Inputs:

i. **Providing access to the Site for carrying out Studies during the Consultancy Period.**
ii. **Providing access to the available Records and Data in Client's possession for reference to assist the Consultant in the execution of his job during the Consultancy Period.**
iii. **Assistance required to coordinate with the Railways in order to finalise the Concept Proposal.**

1.7.2 The Client envisages the need for continuity for any Downstream Work: **No**.

1.10 The Clauses on Fraud and Corruption in the Contract are **Sub Clause 2.7.1 of General Conditions of Contract**.

2.1 Clarifications may be requested **as mentioned in the KPP Portal**.

The Address for requesting Clarifications is **Executive Engineer, Kengeri Division, BWCC Zone-1, BBMP office building, CA-03, 1st main raod, outer ring road-Kommaghatta road, Kengeri Upanagara , Bangalore-560060**

3.1 Proposals should be submitted in the following Language(s): **English**.

3.3 (ii) The Estimated Number of Key Professional Staff Months required for the Assignment: **as per the Manning Schedule given in Section 5 – Terms of Reference**.

(iv) The Minimum Required Experience of the Proposed Key Professional Staff: **as per the Manning Schedule given in Section 5 – Terms of Reference**.

(vi) Reports which are part of the Assignment must be written in: **English**.

3.4 (vii) Training is an important Feature of this Assignment: **No**.

(viii) Additional Information in the Technical Proposal includes: **Nil**.

3.8 Proposals must remain valid **90** Days after the Proposal Submission Date.

5.1 The Address to send Information to the Client**: of Executive Engineer, Kengeri Divsion, Office of BWCC, ZONE-1 Office Building, CA No-3, 1st Main Road, Outer**

5.3 The Numbers of Points to be given under each of the Evaluation Criteria are:

Sl. No.	Description	Points
1.	Specific Experience of the Consultants related to the Assignment	35
2.	Adequacy of the Proposed Work Plan and Methodology in response to the TOR	30
3.	Qualifications and Competence of the Key Professional Staff for the Assignment	30
4.	Knowledge of Kannada Language and having Office at Bengaluru	05
	Total	**100**

The Numbers of Points to be given for Qualifications and Competence of the Key Professional Staffs for the Assignment are

Sl. No.	Description	Points
1.	General Qualifications • Educational Qualification • Experience in the Field of Road Infrastructure Project • Experience in Civil Consultancy Field	30
2.	Adequacy for the Project a. Experience in Preparation of Detailed Project Report for Road Widening Works in Urban Conditions	60
3.	Experience in Region and Language • Knowledge in Kannada and English Language	10
	Total	**100**

The minimum Technical Score required to pass is: **80 Points**

5.8 The Formula for determining the Financial Score is the following.
S_f = 100 X F_m / F, in which S_f is the Financial Score. F_m is the Lowest Price and F the Price of the Proposal under consideration.

The Weights given to the Technical and Financial Proposals are:
T = 0.80

P = 0.20

6.1 The Address for Negotiations is: **of Executive Engineer, Kengeri Divsion, Office of BWCC, ZONE-1 Office Building, CA No-3, 1st Main Road, Outer Ring Road-Kommaghatta Road, Kengeri Upanagara, Blore-560060**

7.2 The Assignment is expected to commence: **Immediately**.

Section 3

Technical Proposal – Standard Forms

3A. Technical Proposal Submission Form.

3B. Consultant's References.

3C. Comments and Suggestions on the Terms of Reference and on Data, Services and Facilities to be provided by the Client.

3D. Description of the Methodology and Work Plan for Performing the Assignment.

3E. Team Composition and Task Assignments.

3F. Format of Curriculum Vitae of Proposed Key Professional Staff.

3G. Time Schedule for Professional Personnel.

3H. Activity (Work) Schedule.

3A. Technical Proposal Submission Form

[Location, Date]

From: (Name of Consultant) To: (Name and Address of Client)

_____ _____
_____ _____
_____ _____

Dear Sir

Subject: **Providing Consultancy Services for Preparation of Detailed Project Report for the Work of "Construction of ROB / RUB – ROB at Kengeri Satellite Town and RUB at Ramohalli Gate at Yeshwanthpur Constituency – 2025 – 26" – Technical Proposal reg.**

We, the undersigned, offer to provide the Consulting Services for the above Work in accordance with your Request for Proposal dated [*Date*], and our Proposal. We are hereby submitting our Proposals, which include this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If Negotiations are held during the Period of Validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the Proposed Staff. Our Proposal is binding upon us and subject to the Modifications resulting from Contract Negotiations.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

3B. Consultant's References

Relevant Services carried out in the Last Five Years that best illustrate Qualifications

Using the Format below, provide Information on each Reference Assignment for which your Firm / Entity, either individually as a Corporate Entity or as one of the Major Companies within an Association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key Professional Staff provided by Your Firm / Entity (profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff Months, Duration of Assignment:</td></tr>
<tr><td>Start Date (Month / Year):</td><td>Completion Date (Month / Year):</td><td>Approx. Value of Services (Rs.):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key Professional Staffs provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and Functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name: _____

3C. Comments and Suggestions of Consultants on the Terms of Reference and on Data, Services, and Facilities to be provided by the Client

On the Terms of Reference

1.

2.

3.

4.

5.

On the Data, Services and Facilities to be provided by the Client

1.

2.

3.

4.

5.

Consultant's Name: _____

3D. Description of the Methodology and Work Plan for Performing the Assignment

[Technical Approach, Methodology and Work Plan are the Key Components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three Chapters.

a. Technical Approach and Methodology.
b. Work Plan, and
c. Organization and Staffing.

a. **Technical Approach and Methodology**: In this chapter the Consultants should explain their understanding of the Objectives of the Assignment / Job, Approach to the Assignment / Job, Methodology for carrying out the Activities and obtaining the Expected Output, and the Degree of Detail of such Output. The Consultants should highlight the Problems being addressed and their importance, and explain the Technical Approach the Consultant would adopt to address them. The Consultant should also explain the Methodologies he proposes to adopt and highlight the Compatibility of those Methodologies with the Proposed Approach.

b. **Work Plan**: The Consultant should propose and justify the Main Activities of the Assignment / Job, their Content and Duration, Phasing and Interrelations, Milestones (including Interim Approvals by the Employer), and Delivery Dates of the Reports. The Proposed Work Plan should be consistent with the Technical Approach and Methodology, showing understanding of the TOR and ability to translate them into a Feasible Working Plan. A List of the Final Documents, including Reports, Drawings and Tables to be delivered as Final Output, should be included here.

c. **Organization and Staffing**: The Consultant should propose and justify the Structure and Composition of his Team. He shall list the Main Disciplines of the Assignment / Job, the Key Expert responsible, and Proposed Technical and Support Staff.

Consultant's Name: _____

3E. Team Composition and Task Assignments

1. Technical / Managerial Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

2. Support Staff

Sl. No.	Name	Position	Task
1. 2. 3. 4.			

Consultant's Name: _____

3F. Format of Curriculum Vitae (CV) for Proposed Key Professional Staff

Proposed Position: .....
Name of the Consultant: .....
Name of Staff: .....
Profession: .....
Date of Birth: .....
Years with Firm / Entity: ..... Nationality: .....
Membership in Professional Societies: .....
Detailed Tasks Assigned: .....

Key Qualifications:
[Give an Outline of Staff Member's Experience and Training most pertinent to Tasks on Assignment. Describe Degree of Responsibility held by Staff Member on Relevant Previous Assignments and give Dates and Locations. Use about half a page.]

Education:
[Summarize College / University and other Specialized Education of Staff member giving names of Schools, Dates attended, and Degrees obtained. Use about one quarter of a page.]

Employment Record:
[Starting with Present Position, list in reverse order every employment held. List all Positions held by Staff Member since Graduation, giving Dates, Names of Employing Organizations, Titles of Positions held, and Locations of Assignments. For experience in last five years, also give Types of Activities performed and Client References, where appropriate. Use about two pages.]

Languages:
[For each Language indicate Proficiency: Excellent, Good, Fair, or Poor, in Speaking, Reading and Writing.]

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these Data correctly describe me, my qualifications, and my experience.

_____
[Signature of Staff Member and Authorized Representative of the Consultant]

Date: Day / Month / Year

Full Name of Staff Member: .....

Full Name of Authorized Representative: .....

3G. Time Schedule for Professional Personnel

Consultant's Name: _____

No.	Name of Staff	Staff Input (in the form of Bar Chart)											Total Staff – Month Input		
Key Staff															
1.		1	2	3	4	5	6	7	8			n	Office	Field	Total
2.															
3.															
n.															
	Sub Total														
Sub Key Staff															
1.															
2.															
3.															
n.															
	Sub Total														
Supporting Staff															
1.															
2.															
3.															
n.															
	Sub Total														
	Total														

1. For Professional Staff the Input should be indicated individually; for Support Staff it should be indicated by Category (e.g. Draftsmen, Clerical Staff, etc.)
2. Months are counted from the Start of Assignment. For each Staff indicate separately Staff Input for Work.
3. Field Work means Work carried out at a Place rather than the Consultant's Office.

3H. Activity (Works) Schedule

No.	Activity	Months											
		1	2	3	4	5	6	7	8	9			N
1.													
2.													
3.													
4.													
n.													

1. Indicate all Main Activities of the Assignment including Delivery of Reports and other Benchmarks such as Client Approvals. For Phased Segments indicate Activities, Delivery of Reports and Benchmarks separately for each Phase.
2. Duration of Activities shall be indicated in the form of a Bar Chart.

Consultant's Name: _____

Section 4

Financial Proposal – Standard Forms

Deleted

Section 5

Terms of Reference (TOR)

5.1 Background

Bengaluru West City Corporation wants to take up the Construction of ROB / RUB – ROB at Kengeri Satellite Town and RUB at Ramohalli Gate.

In this behest, BWCC, ZONE-1 is desirous of obtaining Consulting Services for the Work of "Preparation of Detailed Project Report for the above Works".

5.2 Objectives

The main Objectives of this Assignment are

a. To conduct necessary Surveys, Studies, Investigations and Designs required to prepare the Concept Proposal.

b. To coordinate with the Concerned Service Departments in order to obtain the Existing Utility Details, which are going to interfere in the Alignment of the Road, and Shifting / Realignment Details of the same.

c. To integrate the Feasible Concept with other Infrastructure Developments, if any, in the Project Area such as Metro Alignment, Grade Separators, etc.

d. To coordinate with the Railways to finalise the Concept.

e. To prepare Specifications, Detailed Cost Estimate and BOQ based on the Finalised Concept and Design.

f. To prepare Detailed Project Report.

g. To prepare Tender Document and assist the BWCC, ZONE-1 in Tendering.

5.3 Detailed Scope of Services of the Consultant

The Scope of Services of the Consultant shall consist mainly of two parts – Feasibility Study and Detailed Engineering Design. The study shall be carried out in two phases.

5.3.1 Phase 1 – Feasibility Study

The Consultant shall carry out the following Studies to optimize the Feasibility of the Project.

- **Reconnaissance Survey**

  Reconnaissance Survey shall be conducted to identify the General Condition of Traffic, Road Side Establishment, Drains, Culverts and Bridges, Specific / Typical Problem Areas such as Tight / Encroached Spots, Ground Constraints / Situations, etc. for further Surveys / Investigations. Making use of the Observations / Data collected during Reconnaissance Survey, the Consultant shall finalise the Detailed Schedule for Surveys / Investigations required for the Project.

- **Topographical Survey**

The Consultant shall carry out a Topographical Survey using Total Station for the entire Project Stretch based on the Requirements initiated in the Reconnaissance Survey.

- **Road Inventory Survey**

The Consultant shall collect various Data during the Inventory Survey for finalising the Project Requirements based on the existing facilities and these shall broadly include

i. Approach Road Length and No. of Lane.
ii. Right of Way.
iii. Land Use Type.
iv. Road Geometry.
v. Road Furniture.
vi. Illumination.
vii. Salient Buildings and Structures.
viii. Trees.
ix. Details of Major Junctions.
x. Bus / Auto Stops.
xi. On Street Parking.

All the above Information shall be compiled and presented (Chainage wise) in the Standard Form of tables for easy understanding.

- **Inventory and Condition Survey of Bridges and CD Structures**

A Detailed Inventory and Condition Survey of all existing Bridges and Cross Drainage Structures in the Project Battery Limit shall be carried out by the Consultant's Team comprising of Bridge Engineers. Various Data, which shall be collected during the Inventory include

- ❖ Type of Structure.
- ❖ Dimensions.
- ❖ Total Length.
- ❖ Carriageway Width and Overall Width.
- ❖ Vent Size.
- ❖ Height of Deck from River or Stream Bed.
- ❖ Type of Superstructure.
- ❖ Type of Substructure.
- ❖ Type of Railing.
- ❖ Type of Bearings.
- ❖ Materials used in Construction.
- ❖ Visual Condition of Superstructure, Substructure, Railing, Wearing Coat, Drainage Spouts, Expansion Joints.
- ❖ Condition of Protection Work.
- ❖ Condition of Vents at Inlet, Outlet and Inside.
- ❖ Types and Conditions of Walls (Head Walls, Wing Walls and Return Walls).

- ❖ Information about HFL (from Tell Tale Marks, Recorded Markings and Local Inquiry).
- ❖ Channel Characteristics.

All the above Information shall be presented in the Form of Tables (Structure wise) for easy understanding.

- **Geotechnical Investigation**

The Consultant shall carry out Geotechnical Investigations and Subsurface Explorations for the proposed ROB / RUB and conduct all relevant Laboratory and Field Tests on Soil and Rock Samples. The Bore should indicate the Index Properties, Safe Bearing Capacity and other Soil Parameters, etc. required for the Design of Bridge Foundation. Geotechnical Investigations shall be done as per the relevant IRC, BIS Codes.

The Minimum Scope of Geotechnical Investigations for Bridge shall be as under.

Subsurface Exploration for Bridge Foundation Works shall be in conformity with the Clause Nos. 2411 and 2412 of MoRT&H Specifications for Road and Bridge Works (5th Revision).

The total Number of Boreholes shall be decided based on the Length of Bridge and shall be as mentioned below.

Length of Bridge	**Borehole Locations**
Less than or equal to 15m	At both Abutments
From 15m to 30m	At both Abutments and one Pier Location
Longer than 30m	At both Abutments and each Pier Location

- **Drainage Study**

The Capacity of the existing Cross Drainages may have to be augmented. Replacement of existing Pipe Culverts with inadequate cushion may also be required. The Consultant shall furnish suitable design for Storm Water Drains wherever required. The Method of Disposal of Storm Water shall be clearly spelt out. Hydraulic Parameters, L Sections of Storm Water Drain indicating Invert Level of Drain and the Culverts shall be furnished. Any Surplus Flow beyond the Capacity of Roadside Drains may be carried out by Storm Water Bye Passes. Such Bye Pass Canals shall be designed. The Point of Disposal of Storm Water shall be identified and suitable Lead off Channels shall be provided wherever required.

- **Utility Details**

The Consultant shall coordinate with the Concerned Service Departments under the guidance of the BWCC, ZONE-1 in order to obtain the existing Utility Details,

which are going to interfere in the Alignment of the Structure and Shifting / Realignment Details of the same.

- **Secondary Data**

All the Relevant Secondary Data such as any on going Road Improvements, Junction Improvements, Grade Separator Schemes; Footpath Improvement Scheme; NICE Corridor Scheme and Metro Rail Alignment along the Project Stretch shall be collected from the concerned Departments (as available) in order to integrate the same with the Improvement Proposals suggested and also to avoid Duplication, which shall have a Direct Bearing on the Project Cost.

- **Preliminary Design**

Based on the various Survey Data, the Consultant shall develop all possible Preliminary Designs and Strip Maps necessary for the Project. He shall establish the Merits and Demerits of Options considered and determine the Final Option to be adopted for the Construction of ROB / RUB at the designated locations in concurrence with the Railways and BWCC, ZONE-1.

- **Land Acquisition**

All Lands required for Temporary or Permanent Acquisition for Approach Road Work, Bridge Work, Bridge Diversion, Road Diversion, Drainage and Culvert Widening, etc. shall be clearly marked on Topographical Survey Maps. This Data will form the basis for Cost Estimate of Land Acquisition based on the Guidance Value of Land fixed by Government of Karnataka (GOK) at the time of acquisition.

- **Cost Estimate**

The Consultant shall prepare Preliminary Estimates of Quantities with an accuracy of ±10% of the Feasible Concept proposed for the Project. The Preliminary Cost Estimates will be based on locally derived Unit Prices (PWD SR of Bengaluru Circle and National Highway Schedule of Rates as applicable to Bengaluru).

5.3.2 Phase 2 – Detailed Engineering Design

5.3.2.1 General

The Consultant shall prepare Detailed Engineering Design for the approved Proposal together with Detailed Cost Estimate, Detailed Project Report and Tender Document. The Tender Document will be suitable for calling Tenders by Domestic Competitive Bidding and be in such detail so that to enable the Works to be satisfactorily implemented by Contractor.

5.3.2.2 Detailed Engineering Design

The Consultant shall carry out Detailed Engineering Design of the Approved Proposal based on the IRC, BIS and MoRT&H Specifications using technically and economically Sound Engineering Practices and Modus Operandi to execute the same structure at site.

5.3.2.3 Technical Specifications

The Consultant shall develop Technical Specifications for the Works including specifications for Materials, Products and Methodology of Work. The Consultant shall take into account the Relevant IS Codes, IRC Specification, make Modifications where appropriate, based on Careful Assessment of locally available materials and shall determine the Technically Acceptable and the most Cost Effective Technical Specifications and Construction / Improvement Methods.

5.3.2.4 Detailed Cost Estimate along with Detailed Project Report

The Consultant shall work out the Detailed Cost Estimate within a level of accuracy of ±10% of true cost as a part of Detailed Project Report. The Base Prices shall be based on Public Works Department, National Highway, Indian Railway Schedule of Rates as applicable to the Bengaluru City updated. Provision will be made for Items such as Drainage Structures, Culverts, Pavement, Treatment of Road and Slope Protection, Utility Shifting / Realignment wherever needed.

5.3.2.5 Tender Document

The Consultant shall prepare the Tender Document as per Prevailing KTPP Act and based on KPWD / NH Specifications as directed by the BWCC, ZONE-1 in the e – Procurement Format. He shall assist the BWCC, ZONE-1 in Tender Finalisation.

Further, the BWCC, ZONE-1 will furnish Available Reports, Data and Services, if any available, appropriate to achieve the Objectives of the Study. However, the Consultant shall be responsible for the Analysis and Interpretation of all Data received and to undertake necessary (other) Studies to validate the Data and give Conclusions and Recommendations derived from these Data.

All Activities related to Field Studies, Design and Documentation shall be done as per the latest Guidelines / Specifications and Relevant Publications of Bureau of Indian Standards (BIS) / IRC / MoRT&H Specifications. For Aspects not covered by BIS / IRC / MoRT&H Specifications, Standard Practices may be adopted.

All Notations, Abbreviations and Symbols used in the Reports, Documents and Drawings shall be as per BIS / IRC / MoRT&H Specifications.

Detailed Justifications shall be provided wherever Deviations from Indian Standards Code of Practice, Indian Road Congress, MoRT&H Specifications, Manual by Central Public Health and Environmental Engineering Organisation, Ministry of Urban Development and other Standards are contemplated.

5.4 Reporting Obligations and Time Period

5.4.1 Schedule of Reports

The Consultant shall submit Reports both in Hard and Soft Copies in English and in MS WORD / MS EXCEL Format and presented on Metric A4 Size Paper. Each of the Reports shall be presented to BWCC, ZONE-1 as an Audio Visual Presentation as and

when requested. The Drawings shall be submitted in AutoCAD Format with proper scales as required.

The various Outputs required from the Consultant for the Work carried out as stated in the Scope of Services are as follows.

Sl. No.	Description	Time Schedule	No. of Copies
1.	Inception Report	10 Days from the Date of Work Order	3
2.	Feasibility Study Report along with Survey / Investigation Reports	30 Days from the Date of Work Order	3
3.	Basic Engineering Drawings and Detailed Cost Estimate for Approval	10 Days from the Date of Approval of Concept by the Railways and BWCC, ZONE-1	3
4.	Detailed Project Report	10 Days from the Date of Approval of Detailed Cost Estimate by the BWCC, ZONE-1	3
5.	Tender Document in e – Procurement Format	3 days from the Date of Submission of Detailed Project Report	1

Further, all the above Reports along with Designs and Drawings, Tender Document, etc. will be delivered to the BWCC, ZONE-1 in Soft Copy also.

5.4.2 Time Period

Time Period envisaged for the Project is **90 days**. The Final Reports, Drawings and Documentations shall be completed within this Time Schedule.

5.5 Key Staff Requirement

It is expected that the Consultant's Team consists of the following Key Staff.

Sl. No.	Description	No.	Minimum Qualification	Experience
1.	Team Leader cum Planning Engineer	1	Graduation in Civil Engineering	15 years out of which 10

				years in the similar assignments
2.	Pavement Design Engineer	1	Graduation in Civil Engineering	10 years out of which 7 years in the similar assignments
3.	Structural / Bridge Design Engineer	1	M. Tech in Structural Engineering	10 years out of which 7 years in the similar assignments
4.	Contract and Quantity Engineer	1	Graduation in Civil Engineering	10 years out of which 7 years in the similar assignments
5.	Electrical Engineer	1	B. E. in Electrical Engineering	10 years out of which 5 years in the similar assignments
6.	Drafting Personnel	2	Diploma in Civil Engineering	10 years out of which 7 years in the similar assignments

These Key Persons shall adequately be supported by the following Staffs based at Consultant's Office.

- Project Coordinator – 1 No.
- Office Assistant – 1 No.

5.6 Reviews

The Executive Engineer, Kengeri Division –BWCC, ZONE-1 shall make Periodic Reviews of the Progress of the Work but there are a number of Key Outputs, which will condition the Continuing Work. The Consultant shall also produce Working Papers on Important Issues as required by the Executive Engineer, Kengeri Division – BWCC, ZONE-1

5.7 Study Administration

The Executive Engineer, Kengeri Division –BWCC, ZONE-1 shall function as a Study Contract Coordinator to oversee the Study and provide a Principal Point of Contact on behalf of the Bengaluru West City Corporation.

Section 6

Contract for Consultant's Services

Between

Executive Engineer
Kengeri Division
Bengaluru West City Corporation

and

_____

[Name of Consultant]

Date:

Contents

I. Form of Contract

II. General Conditions of Contract

1.0 General Provisions

1.1 Definitions
1.2 Law Governing the Contract
1.3 Language
1.4 Notices
1.5 Location
1.6 Authorized Representatives
1.7 Taxes and Duties

2.0 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract
2.2 Commencement of Services
2.3 Expiration of Contract
2.4 Modification
2.5 Force Majeure
- 2.5.1 Definition
- 2.5.2 No Breach of Contract
- 2.5.3 Extension of Time

2.5.4 Payments
2.6 Suspension
2.7 Termination
- 2.7.1 By the Client
- 2.7.2 By the Consultant
- 2.7.3 Cessation of Rights and Obligations
- 2.7.4 Cessation of Services
- 2.7.5 Payment upon Termination

3.0 Obligations of the Consultant

3.1 General
3.2 Conflict of Interest
- 3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.
- 3.2.2 Procurement Rules of Funding Agencies
- 3.2.3 Consultants and Affiliates not to engage in certain Activities
- 3.2.4 Prohibition of Conflicting Activities

3.3 Confidentiality
3.4 Insurance to be taken out by the Consultant
3.5 Consultants' Actions Requiring Client's Prior Approval
3.6 Reporting Obligations
3.7 Documents Prepared by the Consultants to be the Property of the Client

3.8 Equipment and Materials furnished by the Client

4.0 Consultant's Personnel and Sub Consultants
4.1 Description of Personnel
4.2 Removal and / or Replacement of Personnel

5.0 Obligations of the Client
5.1 Assistance and Exemptions
5.2 Service and Facilities

6.0 Payments to the Consultants
6.1 Lump Sum Remuneration
6.2 Contract Price
6.3 Payment for Additional Services
6.4 Terms and Conditions of Payment

7.0 Settlement of Disputes
7.1 Amicable Settlement
7.2 Dispute Settlement

III. Special Conditions of Contract

IV. Appendices

Appendix A – Description of the Services
Appendix B – Reporting Requirements
Appendix C – Key Personnel and Sub Consultants
Appendix D – Services and Facilities to be provided by the Client
Appendix E – Breakdown of Contract Price in Indian Rupees
Appendix F – Form of Bank Guarantee for Performance Security

I. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made on the _____ day of the month of _____, 20___, between, on the one hand, _____ (hereinafter called the "Client") and, on the other hand, _____ (hereinafter called the "Consultants").

WHEREAS

a. the Client has requested the Consultant to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").

b. the Consultant, having represented to the Client that he has the required Professional Skills, and Personnel and Technical Resources, have agreed to provide the Services on the Terms and Conditions set forth in this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.
   a. The General Conditions of Contract (hereinafter called "GC");
   b. The Special Conditions of Contract (hereinafter called "SC");
   c. The following Appendices.
      Appendix A: Description of the Services
      Appendix B: Deliverables by Consultant and Performance of Consultant
      Appendix C: Key Personnel and Sub Key Personnel
      Appendix D: Services and Facilities to be provided by the Client
      Appendix E: Breakdown of Contract Price
      Appendix F: Form of Bank Guarantee for Performance Security

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the Sheet attached hereto carrying the title of that Appendix.*]

2. The Mutual Rights and Obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

   a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and
   b. The Client shall make Payments to the Consultant in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be singed in their Respective Names as of the day and year first above written.

FOR AND ON BEHALF OF

Consultant
Engineer Kengeri

Zone-1

Executive

Division, BWCC

[NAME OF CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF
[NAME OF CONSULTANT]

By

(Authorized Representative)

[*Note: If the Consultants consist of more than one Entity, all of these Entities should appear as Signatories, e.g. in the following manner.*]

FOR AND ON BEHALF OF EACH OF
THE MEMBERS OF THE CONSULTANTS [Name of Member]

By

(Authorized Representative)

[Name of Member]

By

(Authorized Representative)

etc.

II. General Conditions of Contract

1.0 General Provisions

1.1 Definitions

Unless the Context otherwise requires, the following Terms whenever used in this Contract have the following meanings:

a. "**Applicable Law**" means the Laws and any other Instruments having the Force of Law in India, as they may be issued and in force from time to time.

b. "**Contract**" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the Documents listed in Clause 1 of such signed Contract.

c. "**Effective Date**" means the Date on which this Contract comes into Force and Effect pursuant to Clause 2.1 of GC.

d. "**Contract Price**" means the Price to be paid for the Performance of the Services, in accordance with Clause 6 of GC.

e. "**GC**" means the General Conditions of Contract.

f. "**Government**" means the Government of Karnataka.

g. "**Local Currency**" means Indian Rupees.

h. "**Member**", in case the Consultant consists of a Joint Venture of more than one Entity, means any of these Entities, and "Members" means all of these Entities; 'Member in Charge' means the Entity specified in the SC to act on their behalf in exercising all the Consultant's Right and Obligations towards the Client under this Contract.

i. "**Party**" means the Client or the Consultant, as the case may be, and Parties means both of them.

j. "**Personnel**" means Persons hired by the Consultant or by any Sub Consultant as Employees and assigned to the Performance of the Services or any part thereof; and 'Key Personnel' means the Personnel referred to in Clause 4.2 (a) of GC.

k. "**SC**" means the Special Conditions of Contract by which these General Conditions of Contact may be amended or supplemented.

l. "**Services**" means the Work to be performed by the Consultants pursuant to this Contract as described in Appendix A.

m. "**Sub Consultant**" means any Entity to which the Consultant subcontracts any Part of the Services in accordance with the provisions of Clauses 3.5 and 4.

n. '**Third Party**" means any Person or Entity other than the Government, the Client, the Consultant, or a Sub Consultant.

1.2 Law Governing the Contract

This Contract, its Meaning and Interpretation, and the Relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English Language, which shall be the Binding and Controlling Language for all Matters relating to the Meaning or Interpretation of the Contract.

1.4 Notices

Any Notice, Request or Consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or fax to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such Locations as are specified in Appendix A and when the Location of a Particular Task is not specified, the Client may approve such Locations whether in Karnataka or elsewhere.

1.6 Authorized Representatives

Any Action required or permitted to be taken, any Document required or permitted to be executed, under this Contract by the Client or the Consultant may be taken or executed by the Officials specified in the SC.

1.7 Taxes and Duties

The Consultant, Sub Consultant and their Personnel shall pay such Taxes, Duties, Fees and other Impositions as may be levied under the Applicable Law, the Amount of which is deemed to have been included in the Contract Price.

2.0 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into Effect either on the Date when the Contract is signed by both the Parties or on such other Date as may be stated in the SC.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services within seven (7) days after the Date the Contract becomes Effective, or at such other Date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the Terms and Conditions of this Contract may include Modification of the Scope of the Services or of the Contract Price, may only be made by Written Agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an Event which is beyond the Reasonable Control of a Party, and which makes a Party's Performance of its Obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The Failure of a Party to fulfill any of its Obligations under the Contract shall not be considered to be a Breach of, or Default under this Contract so far as such Inability arises from an Event of Force Majeure, provided that the Party affected by such an event (a) has taken all Reasonable Precautions, Due Care and Reasonable Alternative Measures in order to carry out the Terms and Conditions of this Contract, and (b) has informed the other Party as soon as possible about the Occurrence of such an Event.

2.5.3 Extension of Time

Any Period, within which a Party shall, pursuant to this Contract, complete any Action or Task, shall be extended for a Period equal to the time during which such Party was unable to perform such Action as a Result of Force Majeure.

2.5.4 Payments

During the Period of their Inability to Perform the Services as a Result of an Event of Force Majeure, the Consultant shall be entitled to continue to be paid under the Terms of this Contract, as well as to be reimbursed for Additional Costs reasonably and necessarily incurred by him during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension

The Client may by Written Notice of Suspension to the Consultants, suspend all Payments to the Consultant hereunder if the Consultant fail to perform any of his Obligations under this Contract, including the carrying out of the Services, provided that such Notice of Suspension (i) shall specify the Nature of the Failure, and (ii) shall request the Consultant to remedy such Failure within a period not exceeding thirty (30) days after receipt by the Consultant of such Notice of Suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' Written Notice of Termination to the Consultants, to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the Event referred to in (e).

a. If the Consultant does not remedy a Failure in the Performance of his Obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing.
b. If the Consultant (or any of their Members) becomes insolvent or bankrupt.
c. If, as the result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a period of not less than sixty (60) days ; or
d. If the Consultant, in the Judgment of the Client has engaged in Corrupt or Fraudulent Practices in competing for or in executing the Contract.

For the purpose of this Clause

i. "Corrupt Practice" means the Offering, Giving, Receiving or Soliciting of anything of value to influence the Action of a Public official in the selection process or in contract execution.

ii. "Fraudulent Practice" means a Misrepresentation of Facts in order to influence a Selection Process or the Execution of a Contract to the detriment of the Client, and includes Collusive Practice among Consultants (prior to or after Submission of Proposals) designed to establish Prices at Artificial, Non Competitive Levels and to deprive the Client of the Benefits of Free and Open Competition.

e. If the Client, in its sole discretion and for any Reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' Written Notice to the Client, such Notice to be given after the Occurrence of any of the Events specified in Paragraphs (a) through (c) of this Clauses 2.7.2.

a. If the Client fails to pay any monies due to the Consultant pursuant to this Contract and not subject to Dispute pursuant to Clause 7.0 hereof within forty five (45) days after receiving Written Notice from the Consultant that such Payment is overdue.
b. If the Client is in Material Breach of its Obligations pursuant to this Contract and has not remedied the same with in forty five (45) days (or such longer period as the Consultant may have subsequently approved in Writing) following the Receipt by the Client of the Consultant's Notice specifying such Breach.
c. If, as the Result of Force Majeure, the Consultant is unable to perform a Material Portion of the Services for a Period of not less than sixty (60 days.

2.7.3 Cessation of Rights and Obligations

Upon Termination of this Contract pursuant to Clause 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all Rights and Obligations of the Parties hereunder shall cease except

i. Such Rights and Obligations as may have occurred on the Date of Termination or

Expiration.

ii. The Obligation of Confidentiality set forth in Clause GC 3.3 hereof.

iii. Any Right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon Termination of this Contract by Notice of either Party to the other pursuant to Clause GC 2.7.1 or GC 2.7.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all Necessary Steps to bring the Services to a close in a prompt and orderly manner and shall make every Reasonable Effort to keep Expenditures for this purpose to a minimum. With respect to Documents prepared by the Consultant and Equipment and Materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 Payment upon Termination

Upon Termination of this Contract pursuant to Clauses 2.7.1 and 2.7.2, the Client shall make the following payments to the Consultant.

a. Remuneration pursuant to Clause 6.0 for Services satisfactorily performed prior to the Effective Date of Termination.

b. Except in the case of Termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3.0 Obligations of the Consultant

3.1 General

The Consultant shall perform the Services and carry out his Obligations hereunder with all due Diligence, Efficiency and Economy, in accordance with generally accepted Professional Techniques and Practices, and shall observe Sound Management Practices, and employ Appropriate Advanced Technology and Safe Methods. The Consultant shall always act, in respect of any Matter relating to this Contract or to the Services, as Faithful Advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Consultants or Third Parties.

3.2 Conflict of Interests

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.

The Remuneration of the Consultant pursuant to Clause 6.0 shall constitute the Consultant's Sole Remuneration in connection with this Contract or the Services, and the Consultant shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultants shall use their best Efforts to ensure that the Personnel, any Sub Consultants, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultant, as part of the Services, have the Responsibility of advising the Client on the Procurement of Goods, Works or Services, the Consultant shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Client. Any Discounts or Commissions obtained by the Consultant in the exercise of such Procurement Responsibility shall be for the Account of the Client.

3.2.3 Consultant and Affiliates not to engage in certain Activities

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

a. During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract; or
b. After the Termination of this Contract, such other Activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Project, the Services, this Contract, or the Client's Business or Operations without the Prior Written Consent of the Client.

3.4 Insurance to be taken out by the Consultant

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own cost but on terms and conditions approved by the Client, Insurance against the Risks, and for the Coverage, as shall be specified in the SC; and (b) at the Client's Request, shall provide evidence to the Client showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions requiring Client's Prior Approval

The Consultant shall obtain the Client's Prior approval in Writing before taking any of the following Actions.

a. Entering into a Subcontract for the Performance of any Part of the Services, it

being understood (i) that the Selection of the Sub Consultant and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Client prior to the Execution of the Subcontract, and (ii) that the Consultant shall remain fully Liable for the Performance of the Services by the Sub Consultant and its Personnel pursuant to this Contract.

b. Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
c. Any other Action that may be specified in the SC.

3.6 Reporting Obligations

The Consultant shall submit to the Client the Reports and Documents specified in Appendix B in the Form, in the Numbers, and within the Periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to be the Property of the Client

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the Property of the Client, and the Consultant shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Client, together with a Detailed Inventory thereof. The Consultant may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

3.8 Equipment and Materials furnished by the Client

Equipment and Materials made available to the Consultant by the Client or purchased by the Consultant with Funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon Termination or Expiration of this Contract, the Consultant shall make available to the Client in accordance with the Client's Instructions. While in possession of such Equipment and Materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the Expense of the Client in an amount equal to their Replacement Value.

4.0 Consultant's Personnel and Sub Consultants

4.1 Description of Personnel

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by Title as well as by Name in Appendix C are hereby approved by the Client.

4.2 Removal and / or Replacement of Personnel

a. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If for any Reason beyond the Reasonable Control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.

b. If the Client finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the Client's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the Client.
c. The Consultant shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

5.0 Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Client shall

a. issue to Officials, Agents and Representatives of the Client all such Instructions as may be Necessary or Appropriate for the Prompt and Effective Implementation of the Services.
b. assist the Consultant and the Personnel and any Sub consultants employed by the Consultants for the Services from any Requirement to register or obtain any Permit to practice their Profession or to establish themselves either individually or as a Corporate Entity according to the Applicable Law.
c. provide to the Consultant, Sub Consultants and Personnel any such other Assistance as may be specified in the SC.

5.2 Services and Facilities

The Client shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

6.0 Payment to the Consultant

6.1 Lump Sum Remuneration

The Consultant's Total Remuneration shall not exceed the Contract Price and shall be a Fixed Lump Sum including all Staff Costs, Sub Consultants' Costs, Printing, Communications, Travel, Accommodation, and the like, and all other Costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to Additional Payments in accordance with Clause 2.4.

6.2 Contract Price

The Contract Price is set forth in the SC.

6.3 Payment for Additional Services

For the Purpose of Determining the Remuneration due for Additional Services as may be agreed under Clause 2.4, a Breakdown of the Lump Sum Price is provided in Appendices D and E.

6.4 Terms and Conditions of Payment

Payment will be made to the Account of the Consultant and according to the Payment Schedule stated in the SC. Unless otherwise stated in the SC, the First Payment shall be made against the provision by the Consultant of a Bank Guarantee for the same amount, and shall be valid for the Period stated in the SC. Any other Payment shall be made after the Conditions listed in the SC for such Payment have been met, and the Consultant has submitted an Invoice to the Client specifying the amount due.

7.0 Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all Disputes arising out of or in connection with this Contract or its Interpretation.

7.2 Dispute Settlement

Any Dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after Receipt by one Party of the other Party's request for such Amicable Settlement may be submitted by either party for Settlement in accordance with the Provisions specified in the SC.

III. Special Conditions of Contract

GC Clause Reference

1.1 (h)] The Member in Charge is Executive Engineer, Kengeri Division, Bengaluru West City Corporation, Zone-1

1.4] The Addresses are:

Client :

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Consultant : _____
_____
_____

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

Notice shall be deemed to be effective as follows:

(a) In the case of Personal Delivery or Registered Mail, on

Consultant Executive
Engineer Kengeri
Division, BWCC
Zone-1

delivery.

(b) In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
(c) In the case of Telegrams, 24 hours following Confirmed Transmission and
(d) In the case of Facsimiles, 24 hours following Confirmed Transmission.

1.6] The Authorized Representatives are:

For the Client: Executive Engineer, Kengeri Division, Bengaluru West City Corporation

For the Consultant:

1.7] The Consultant and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Client shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

2.1] The Date on which this Contract shall come into Effect is: The Date of Agreement.

2.2] Commencement of Services shall be as mentioned in the GC.

2.3] Expiration of Contract shall be after Completion of Submission of the Deliverables in all respects.

3.4] The Risks and the Coverages shall be:

1. Third Party Motor Vehicle Liability Insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub Consultants or their Personnel, for the period of Consultancy;

2. Third Party Liability Insurance, with a Minimum Coverage for Rs. 200000/- for the Period of Consultancy;

3. Client's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any sub Consultant, in accordance with the Relevant Provisions of the Applicable Law, as well as, with respect to such Personnel, any such Life, Health, Accident, Travel or other Insurance as

may be appropriate;

4. Professional Liability Insurance, with a Minimum Coverage equal to total Contract Value for this Consultancy; and

5. Insurance against Loss of or damage to (i) Equipment purchased in whole or in part with Funds provided under this Contract (ii) the Consultant's Property used in the Performance of the Services, and (iii) any Documents prepared by the Consultant in the Performance of the Services.

3.7] The Consultant shall not use these Documents for purposes unrelated to this Contract without the prior written approval of the Client.

5.1 (c)] Deleted.

6.2] The Amount of Contract is Rs. _____.

6.4] The Account is _____.

Payment shall be made according to the following Schedule:

i. 10% of Contract Price: On submission of Inception Report.
ii. 40% of Contract Price: On submission of Feasibility Study along with Survey / Investigation Reports after co-ordinating and getting consent from the railways department
iii. 30% of Contract Price: On submission of Basic Engineering Drawings and Detailed Cost Estimate.
iv. 10% of Contract Price: On submission of Detailed Project Report.
v. 10% of Contract Price: On Submission of Tender Document.

The Payment shall be made within 60 days of Receipt of the Invoice and within 90 days in the case of the Final Payment.

7.2] Disputes shall be settled by Arbitration in accordance with the following provisions.

7.2.1] Selection of Arbitrators

Each Dispute submitted by a Party to Arbitration shall be heard by a Sole Arbitrator or an Arbitration Panel composed of three Arbitrators, in accordance with the following provisions.

a. Where the Parties agree that the Dispute concerns a Technical Matter, they may

agree to appoint a Sole Arbitrator or, failing Agreement on the identity of such Sole Arbitrator within thirty (30) days after Receipt by the other Party of the Proposal of a Name for such an Appointment by the Party who initiated the Proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi, for a List of not fewer than five Nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the Last Remaining Nominee on the list shall be the Sole Arbitrator for the Matter in Dispute. If the Last Remaining Nominee has not been determined in this manner within sixty (60) days of the Date of the List, the President, Institution of Engineers India, New Delhi, shall appoint, upon the Request of either Party and from such List or otherwise, a Sole Arbitrator for the matter in dispute.

b. Where the Parties do not agree that the Dispute concerns a Technical Matter, the Client and the Consultant shall each appoint one Arbitrator and these two Arbitrators shall jointly appoint a Third Arbitrator, who shall chair the Arbitration Panel. If the Arbitrators named by the Parties do not succeed in appointing a Third Arbitrator within thirty (30) days after the latter of the Two Arbitrators named by the Parties have been appointed, the Third Arbitrator shall, at the Request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
c. If in a Dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its Arbitrator within thirty (30) days after the other Party has appointed its Arbitrator, the Party which has named an Arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a Sole Arbitrator for the Matter in Dispute, and the Arbitrator appointed pursuant to such Application shall be the Sole Arbitrator for the Dispute.

7.2.2 Rules of Procedure

Arbitration Proceedings shall be conducted in accordance with the Procedure of the Arbitration and Conciliation act 1996, of India.

7.2.3 Substitute Arbitrators

If for any reason an Arbitrator is unable to perform his Function, a Substitute shall be appointed in the same manner as the Original Arbitrator.

7.2.4 Qualifications of Arbitrators

The Sole Arbitrator or the Third Arbitrator appointed pursuant to Paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized Legal or Technical Expert with Extensive Experience in relation to the Matter in Dispute.

7.2.5 Miscellaneous

In any Arbitration Proceeding hereunder

a. Proceedings shall, unless otherwise agreed by the Parties, be held in Bengaluru.
b. The English language shall be the official language for all purposes.
c. The Decision of the Sole Arbitrator or of a Majority of the Arbitrators (or of the Third Arbitrator if there is no such Majority) shall be Final and Binding and shall be enforceable in any Court of Competent Jurisdiction, and the Parties hereby waive any Objections to or Claims of Immunity in respect of such Enforcement.

IV. Appendices

Appendix A: Description of the Services

[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for Different Tasks, Specific Tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

Appendix C: Key Personnel and Sub Consultants

[List hereunder:

C – 1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C – 2 List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C – 2.

Appendix D: Services and Facilities to be provided by the Client
[List hereunder:

D – 1 Services, Facilities and Property to be made available to the Consultant by the Client.

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the Elements of Cost used to arrive at the Breakdown of the Lump Sum Price.

1. Monthly Rates for Local Personnel (Key Personnel and other Personnel).

2. Reimbursable Expenditures.

This Appendix shall exclusively be used for determining remuneration for Additional Services.

Appendix F: Format of Bank Guarantee for Performance Security
(Clause 9 of Information to Consultant)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: _____Bank Guarantee: _____Date: _____

To
The Commissioner
Bengaluru West City Corporation, Zone-1
N. R. Square
Bengaluru – 560 002

WHEREAS _____ [Name and address of Consultants] (hereinafter called "the Consultants") has undertaken, in pursuance of Contract No._____ dated _____ to provides the services on terms and conditions set forth in this Contract **"Providing Consultancy Services for Preparation of Detailed Project Report for the Work of "Construction of ROB / RUB – ROB at Kengeri Satellite Town and RUB at Ramohalli Gate"** (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on

behalf of the Consultants up to a total of _____ [Amount of Guarantee] _____ [in Words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms of the Contract or of the Services to be performed thereunder or of any of the Contract Documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.
Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____ unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of ……. months i.e. upto 3 months beyond the expiry of Contract Period of two (2) months.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation
(Name, Signature and Occupation)
Name of the Bank

Address
(Name and Occupation)
Date _____